

STATE OF SOUTH CAROLINA

(Caption of Case)

IN THE MATTER OF PETITION OF SPRINT
COMMUNICATIONS COMPANY L.P. FOR
ARBITRATION OF RATES, TERMS AND
CONDITIONS OF INTERCONNECTION WITH
BLUFFTON TELEPHONE COMPANY,
INCORPORATED

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET
NUMBER: 2008 - - C

(Please type or print)

Submitted by: John J. Pringle, Jr.

Address: Ellis, Lawhorne & Sims, PA

PO Box 2285

Columbia SC 29202

SC Bar Number: 11208

Telephone: 803-343-1270

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Other:

Email: jpringle@ellislawhorne.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition

☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

INDUSTRY (Check one)

- ☐ Electric
☐ Electric/Gas
☐ Electric/Telecommunications
☐ Electric/Water
☐ Electric/Water/Telecom.
☐ Electric/Water/Sewer
☐ Gas
☐ Railroad
☐ Sewer
☒ Telecommunications
☐ Transportation
☐ Water
☐ Water/Sewer
☐ Administrative Matter
☐ Other:

NATURE OF ACTION (Check all that apply)

- | | | |
|--|--|--|
| <input type="checkbox"/> Affidavit | <input type="checkbox"/> Letter | <input type="checkbox"/> Request |
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Memorandum | <input type="checkbox"/> Request for Certification |
| <input type="checkbox"/> Answer | <input type="checkbox"/> Motion | <input type="checkbox"/> Request for Investigation |
| <input type="checkbox"/> Appellate Review | <input type="checkbox"/> Objection | <input type="checkbox"/> Resale Agreement |
| <input type="checkbox"/> Application | <input checked="" type="checkbox"/> Petition | <input type="checkbox"/> Resale Amendment |
| <input type="checkbox"/> Brief | <input type="checkbox"/> Petition for Reconsideration | <input type="checkbox"/> Reservation Letter |
| <input type="checkbox"/> Certificate | <input type="checkbox"/> Petition for Rulemaking | <input type="checkbox"/> Response |
| <input type="checkbox"/> Comments | <input type="checkbox"/> Petition for Rule to Show Cause | <input type="checkbox"/> Response to Discovery |
| <input type="checkbox"/> Complaint | <input type="checkbox"/> Petition to Intervene | <input type="checkbox"/> Return to Petition |
| <input type="checkbox"/> Consent Order | <input type="checkbox"/> Petition to Intervene Out of Time | <input type="checkbox"/> Stipulation |
| <input type="checkbox"/> Discovery | <input type="checkbox"/> Prefiled Testimony | <input type="checkbox"/> Subpoena |
| <input type="checkbox"/> Exhibit | <input type="checkbox"/> Promotion | <input type="checkbox"/> Tariff |
| <input type="checkbox"/> Expedited Consideration | <input type="checkbox"/> Proposed Order | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Interconnection Agreement | <input type="checkbox"/> Protest | |
| <input type="checkbox"/> Interconnection Amendment | <input type="checkbox"/> Publisher's Affidavit | |
| <input type="checkbox"/> Late-Filed Exhibit | <input type="checkbox"/> Report | |

Print Form

Reset Form

ELLIS:LAWHORNE

John J. Pringle, Jr.
Direct dial: 803/343-1270
jpringle@ellislawhorne.com

August 11, 2008

FILED ELECTRONICALLY

The Honorable Charles L.A. Terreni
Chief Clerk
South Carolina Public Service Commission
Post Office Drawer 11649
Columbia, South Carolina 29211

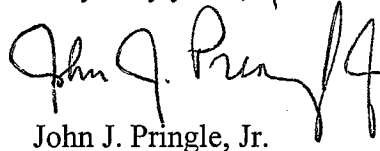
RE: In the matter of Petition of Sprint Communications Company L.P. for
Arbitration of Rates, Terms and Conditions of Interconnection with
Bluffton Telephone Company, Incorporated
Docket No. 2008-__-C, ELS File No. 1395-11563

Dear Mr. Terreni:

Enclosed for filing is the **Petition for Arbitration of Sprint Communications Company, L.P.** By copy of this letter, I am serving all parties of record and I enclose my Certificate of Service to that effect.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours, ,



John J. Pringle, Jr.

JJP/cr

cc: Office of Regulatory Staff (via electronic mail service)
William R. Atkinson, Esquire (via electronic mail service)
all parties of record

Enclosures

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

IN THE MATTER OF PETITION OF SPRINT COMMUNICATIONS COMPANY L.P. FOR ARBITRATION OF RATES, TERMS AND CONDITIONS OF INTERCONNECTION WITH BLUFFTON TELEPHONE COMPANY, INCORPORATED	Docket No.
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**PETITION FOR ARBITRATION OF
SPRINT COMMUNICATIONS COMPANY L. P.**

Sprint Communications Company L.P. (“Sprint”), by and through its attorneys, petitions the Public Service Commission of South Carolina (“Commission”) to arbitrate, pursuant to Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (the “Act”), the single outstanding unresolved issue regarding the proposed Interconnection Agreement between Sprint and Bluffton Telephone Company, Incorporated (“Bluffton” or “ILEC”) (Sprint and Bluffton are referred to hereinafter as “Parties”).

The single outstanding unresolved issue between the Parties is Bluffton’s failure to execute the Parties’ negotiated interconnection agreement. There are no remaining substantive disputes regarding contract language pending between the Parties, and Sprint and Bluffton have entered into several mutually agreed to extensions of the arbitration “window” under Section 252(b)(1) of the Act in order to afford the Parties sufficient time to resolve one minor contract language issue, conduct their final reviews and execute the Parties’ negotiated interconnection agreement. As of this date, however, Bluffton has failed to execute the Parties’ agreement, and the market rollout objectives of Sprint’s wholesale customers in South Carolina are currently in jeopardy as a result. Accordingly,

under the circumstances, Sprint has no choice but to file this arbitration Petition in order to preserve its rights under the Act, so as to finalize and submit to this Commission for approval the negotiated Interconnection Agreement between the Parties.

Since there are no substantive interconnection-related disputes or contract language disagreements pending between the Parties, Sprint respectfully requests that the Commission require the Parties to complete the process of executing and filing with the Commission a final conformed negotiated interconnection agreement that incorporates and reflects the outcome of the Parties' successful negotiations.

THE PARTIES

1. Sprint, a Delaware limited partnership, is a both a telecommunications carrier and a competitive local exchange carrier under the Act, and is authorized by the Commission to provide telecommunications service in South Carolina. Sprint's principal place of business is 6200 Sprint Parkway, Overland Park, Kansas 66251.

2. The name and address of Sprint's representative in this proceeding is as follows:

John J. Pringle, Jr.
Ellis, Lawhorne & Sims, P.A.
1501 Main Street, 5th Floor
Columbia, SC 29201
(o) 803.343.1270
(f) 803.799.8479
jpringle@ellislawhorne.com

3. Bluffton is an incumbent local exchange carrier ("ILEC") as defined in 47 U.S.C. Section 251(h), and is certified to provide telecommunications services in the

State of South Carolina. Upon information and belief, Bluffton maintains its principal place of business in South Carolina at 111 Bluffton Road, Bluffton, SC 29910.

4. The name, address, and contact information for Bluffton's primary representative during negotiations with Sprint has been:

Mr. Trey Judy
Director - Regulatory & Carrier Relations
Bluffton Telephone Company, Incorporated
111 Bluffton Road
Bluffton, SC 29910
Office (843) 686-1210

JURISDICTION

5. The Commission has jurisdiction over this Petition pursuant to 47 U.S.C. § 252(b)(1). Under the Act, either the requesting telecommunications carrier or the ILEC with whom it is negotiating an interconnection agreement may petition the state commission for arbitration of any unresolved open issues during the 135th to 160th day of such negotiations. Accordingly, Sprint files this Petition with the Commission on this date to preserve its rights under Section 252(b) of the Act and to seek relief from the Commission to resolve the single outstanding open issue between the Parties, i.e., the execution of the Parties' finalized, negotiated interconnection agreement.

7. On December 20, 2007, Sprint sent Bluffton a request for negotiation ("RFN") of an interconnection agreement pursuant to Sections 251 and 252 of the Act. *See Exhibit A*, attached hereto and incorporated by this reference. Between Bluffton's receipt of Sprint's initial request for negotiation and the filing of this Petition, the Parties agreed to multiple extensions of varying lengths of the Section 252 statutory arbitration window. Pursuant to the most recent negotiations schedule mutually agreed to by the

Parties, the 135th day of the Section 252 arbitration window was extended to July 17, 2008, and the 160th day is August 11, 2008. See **Exhibit B**, attached hereto and incorporated by this reference herein. Accordingly, the Petition is timely filed.

BACKGROUND AND HISTORY OF NEGOTIATIONS

8. Following Bluffton's receipt of the RFN, Sprint's representative, Ms. Ellen Fuller, and Bluffton's designated representative, Mr. Trey Judy, engaged in negotiations on behalf of the Parties for a mutually acceptable interconnection agreement. Such negotiations involved both telephonic and written electronic communications over an extended period of time. Between December 20, 2007 and on or about August 5, 2008, the Parties resolved all open issues pertaining to contract language.

9. Attached as **Exhibit C** and incorporated by this reference herein, is the Parties' negotiated Interconnection Agreement, which reflects resolution of all issues between the Parties. Exhibit C consists of the following six subparts:

- General Terms and Conditions
- Ancillary Services Attachment
- Interconnection Attachment
- Local Number Portability (LNP) Attachment
- Pre-Ordering, Ordering, Provisioning, Maintenance and Repair Attachment
- Pricing Attachment

10. Between July 25, 2008 and the filing of this Petition, Ms. Fuller and counsel for Sprint have made repeated inquiries to Mr. Judy and counsel for Bluffton in an effort to obtain a Bluffton-executed signature page and thus bring the interconnection agreement negotiations to a conclusion. Despite such ongoing efforts by Sprint and

Bluffton's representatives, Bluffton has not forwarded an executed signature page to Sprint, nor offered any interconnection-related explanation as to why Bluffton has not executed the Parties' negotiated interconnection agreement.

UNRESOLVED ISSUE FOR ARBITRATION

11. Sprint requests that the Commission resolve the single remaining open issue between the Parties by requiring Bluffton to execute the Parties' interconnection agreement pursuant to the rates, terms and conditions agreed to by the Parties as reflected in Exhibit C.

ISSUE 1: Should the Commission immediately require Bluffton to execute the Parties' completed, negotiated interconnection agreement so that the agreement may be filed with the Commission for approval pursuant to Section 252 of the Act?

12. **Sprint's Position:** Yes. The Parties have been negotiating since December of 2007, and since the final substantive contract issue was resolved between the Parties during the late July - early August time frame, Sprint agreed to an extension of the arbitration "window" referenced in Section 252(b)(1) of the Act in order to facilitate the Parties' execution of the negotiated interconnection agreement. However, to date, Bluffton has failed to execute the completed agreement and as a result, the market rollout objectives of Sprint's wholesale customers in South Carolina are currently in jeopardy. There is no legitimate reason why Bluffton will not execute the Parties' completed interconnection agreement so that it can be submitted to the Commission for approval pursuant to the Act.

13. As a courtesy and in an attempt to resolve an unrelated ongoing dispute, Sprint has recently discussed with Bluffton a non-interconnection-related issue that is of

importance to a Bluffton affiliate, Hargray Telephone Company, Inc. (“Hargray”). Although as a courtesy, Sprint has and will continue to attempt to resolve this non-interconnection-related issue with Hargray, the matter has not yet been resolved. Sprint’s position is that this non-interconnection-related issue has nothing to do with the Parties’ finalized, negotiated interconnection agreement, and, moreover, nothing to do with the Parties’ respective obligations and rights under Sections 251 and 252 the Telecommunications Act of 1996. Accordingly, the pending status of this non-interconnection-related issue should not impact Bluffton’s ability and obligation under the Act to execute the Parties’ finalized, negotiated interconnection agreement.

14. **Bluffton’s Position:** Bluffton’s exact position on Issue 1 is unknown, and Bluffton has offered no legitimate, interconnection-related explanation as to why it has not executed the Parties’ negotiated interconnection agreement since the resolution of the final substantive contract issue, so that the agreement can be submitted to the Commission for approval pursuant to the Act.

CONCLUSION AND PRAYER FOR RELIEF

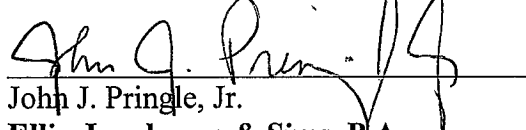
15. WHEREFORE, Sprint requests the Commission to arbitrate the single open issue in dispute, to find such issue in Sprint’s favor, and require Bluffton to execute an Interconnection Agreement containing the Parties’ negotiated terms and conditions as reflected in Exhibit C and the single arbitrated issue as resolved in Sprint’s favor. Specifically, Sprint respectfully requests that the Commission take the following action with regard to this Petition:

- a) Arbitrate the open issue between Sprint and Bluffton as described herein within the timetable specified in the Act;

- b) Issue an appropriate procedural Order;
- c) Issue an Order requiring Bluffton to execute the Parties' completed, negotiated interconnection agreement and to comply with all terms and conditions reflected in the Parties' negotiated agreement attached as Exhibit C hereto;
- d) Retain jurisdiction of this arbitration until the Parties have submitted the executed agreement for approval in accordance with 47 U.S.C. Section 252(e);
- e) Retain jurisdiction of this arbitration and the Parties hereto as necessary to enforce the agreement; and,
- f) Grant such further relief as the Commission deems just and proper.

Respectfully submitted this 11th day of August, 2008.

SPRINT COMMUNICATIONS COMPANY L. P.



John J. Pringle, Jr.

Ellis, Lawhorne & Sims, P.A.

1501 Main Street, 5th Floor

Columbia, SC 29201

(o) 803.343.1270

(f) 803.799.8479

jpringle@ellislawhorne.com

Attorney for Sprint Communications Company L.P.

Exhibit A



Sprint Nextel
KSOPHA0310-3B368
6330 Sprint Parkway
Overland Park, KS 66251-6102
Voice: (913) 762-4256 Fax: (913) 762-0117
Ellen.Fuller@sprint.com

Ellen Fuller
Contracts Negotiator

December 20, 2007

Via Federal Express

Mr. Bob LaBonte
Vice President
Bluffton Telephone Inc.
111 Bluffton Road
Bluffton, South Carolina 29910

Re: Request for Interconnection with Bluffton Telephone Inc.

Dear Mr. LaBonte:

This letter serves as a request to negotiate an interconnection agreement for the State of South Carolina pursuant to Sections 251 and 252 of the Communications Act of 1934 as amended (the "Act") between Sprint Communications Company L.P. ("Sprint"), a telecommunications carrier and Bluffton Telephone Inc. ("Bluffton"), an incumbent local exchange carrier. Sprint requests an interconnection agreement which encompasses the carrier duties of: 251(a) direct and indirect interconnection, 251(b)(2) Number Portability, 251(b)(3) Dialing Parity including directory listings, 251(b)(5) Reciprocal Compensation, and directory distribution.

In addition, as provided for in 47 U.S.C. §252(b)(2) under the provisions and timelines established in 47 CFR 52.23(c), Sprint requests a list of Bluffton's switches for which number portability (1) is available, (2) has been requested but is not yet available or (3) has not yet been requested. This information can be sent to me at the address shown above.

Pursuant to 47 U.S.C. § 252(b)(1), receipt of Sprint's request for negotiations commences the statutory timelines as identified in the Act. Should negotiations not be completed between the 135th and 160th day after the receipt of this letter, May 3, 2008 and May 28, 2008 respectively, either party may petition the state commission to arbitrate any open issues.

Please provide me with Bluffton's point of contact for negotiations. Sprint would like to begin discussions using the enclosed

December 20, 2007
Request for Interconnection
Bluffton Telephone Inc.
Page 2

interconnection agreement containing proposed terms and conditions for the above carrier duties, directory listings and directory distribution. Sprint also provides a Non-Disclosure Agreement, intended to protect both parties' confidential information.

I look forward to hearing from you at your earliest convenience.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ellen Fuller".

Ellen Fuller

EF/
Enclosure (Non Disclosure Agreement)

Exhibit B



Sprint Nextel.
KSOPHA0310-3B368
6330 Sprint Parkway
Overland Park, KS 66251-6102
Voice: (913) 762-4256 Fax: (913) 762-0117
Ellen.Fuller@sprint.com

Ellen Fuller
Contracts Negotiator

July 25, 2008

Via Federal Express

Mr. Trey Judy
Director of Regulatory and Carrier Relations
Bluffton Telephone Inc.
111 Bluffton Road
Bluffton, South Carolina 29910

Re: Request for Interconnection with Bluffton Telephone Inc.

Dear Mr. Judy:

This letter documents an agreement to extend the date on which Bluffton Telephone Inc. ("Bluffton") received Sprint Communications L.P.'s ("Sprint") request for negotiation of an interconnection agreement pursuant to Section 251 and 252 of the Telecommunications Act of 1934, as amended ("the Act"). Bluffton and Sprint are referred to collectively hereinafter as "the parties."

The parties agree that Sprint's request for negotiation will be deemed to have been received by Bluffton on March 5, 2008. Based on that date the parties agree that 1) the 135th day and opening of the arbitration "window" will be July 17, 2008; and 2) the 160th day and close of the arbitration "window" will be August 11, 2008. This understanding supersedes any prior understanding between and among the parties with respect to the interconnection request date.

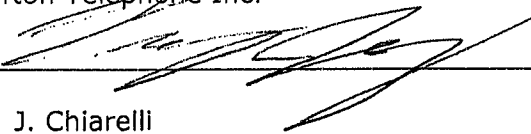
July 10, 2008
Request for Interconnection
Bluffton Telephone Inc.
Page 2

Please indicate your agreement to the foregoing by signing in the space provided below and returning an original to me. Thank you for your assistance.

Sincerely,

Ellen Fuller

Agreed to by Trey Judy
Bluffton Telephone Inc.



Cc: J. Chiarelli

EF/

Exhibit C

INTERCONNECTION AGREEMENT

BY AND BETWEEN

BLUFFTON TELEPHONE, INC.

AND

SPRINT COMMUNICATIONS COMPANY L.P.

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GLOSSARY

ATTACHMENTS:

- Interconnection Attachment
- Local Number Portability Attachment
- Ancillary Services Attachment
- Preordering, Ordering, Maintenance and Repair Attachment
- Pricing Attachment

INTERCONNECTION AGREEMENT

THIS AGREEMENT ("Agreement") is effective on the date it is approved by the South Carolina Public Services Commission (the "Effective Date"), by and between Bluffton Telephone, Inc. ("ILEC") with offices at 870 William Hilton Parkway, P.O. Box 5519, Hilton Head Island, SC 29928 and Sprint Communications Company L.P. ("CLEC") with offices at 6200 Sprint Parkway, Overland Park, KS 66251. This Agreement may refer to either ILEC or CLEC or both as a "Party" or "Parties."

WHEREAS, ILEC is an Incumbent Local Exchange Carrier, as defined in Section 251(h) of the Act (47 U.S.C. § 251(h)), authorized to provide Telecommunications Services in the State of South Carolina; and

WHEREAS, CLEC is a competitive local exchange telecommunications company authorized to provide Telecommunications Services in the State of South Carolina; and

WHEREAS, the Parties wish to interconnect their facilities and exchange Telecommunications Traffic specifically for the purposes of fulfilling their obligations pursuant to §§ 251(a) and (b) of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, ILEC and CLEC agree as follows:

1. Purpose

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform to each Party's obligations under §§ 251(a) and (b) of the Act.

- 1.2 ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely exchange Information Services traffic. CLEC agrees that it is requesting and will use this arrangement for the primary purposes of exchanging Telecommunications Traffic, whether originated by CLEC or a Last Mile Provider, and that any exchange of Information Service traffic will be incidental to the Parties' exchange of Telecommunications Traffic. The FCC has not determined whether VoIP or IP-Enabled Traffic is a Telecommunications Service or an Information Service. For the purposes of this Agreement, VoIP or IP-Enabled Traffic shall be treated as Telecommunications Service voice traffic. If the FCC determines that any type of VoIP or IP-Enabled Traffic is not subject to interconnection requirements that are the same as those applicable to Telecommunications Services in all material respects, the terms of this Agreement shall remain in effect until such time as this Agreement is modified under the change in law provisions of Section 28 of the General Terms and Conditions of this Agreement.

- 1.3 ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely exchange interexchange toll traffic. CLEC agrees that it is requesting and will use this arrangement for the sole purpose of exchanging Local/EAS Traffic and that any exchange of toll traffic will be subject to the appropriate access per each Party's tariffs.

2. Term of the Agreement

- 2.1 This Agreement will commence on the Effective Date and have an initial term of two (2) years. Parties agree that upon the second signature of execution, network planning, trunk ordering/installation/testing and any other network related setup may commence. The Parties agree that no actual traffic will be passed until final approval is granted by the Commission.

The Parties agree that no earlier than one hundred eighty (180) days and no later than one hundred twenty (120) days prior to the expiration of this Agreement, either Party will have the right to request the negotiation of a subsequent agreement. If a Renegotiation Request is not received by a Party, this Agreement shall automatically renew for one (1) year terms. Requests for renegotiation must be in the form of a written notice to the other Party ("Renegotiation Request"). If a Party requests the negotiation of a subsequent agreement and the Parties are unable to negotiate a subsequent agreement within one hundred thirty-five (135) days after receipt of the Renegotiation Request, either Party may petition the Commission to establish appropriate terms, conditions and prices for the subsequent agreement pursuant to Section 252 of the Act (47 U.S.C. § 252). During the pendency of any proceedings initiated by a Party under Section 252 of the Act and until the Commission issues its decision approving the subsequent agreement resulting from such proceedings, the Parties will continue to provide services to each other pursuant to this Agreement. If no proceeding is initiated by a Party pursuant to Section 252 of the Act, but the Parties continue beyond the expiration date of this Agreement to negotiate the subsequent agreement, this Agreement shall be deemed extended on a month-to-month basis. Upon conversion to a month-to-month term, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party; provided, however, that this Agreement cannot be terminated prior to ninety (90) days after the original expiration date. In the event that ILEC terminates this Agreement as provided above, ILEC shall continue to offer all services to CLEC previously available under this Agreement pursuant to the terms, conditions and rates of ILEC's then current Tariffs and CLEC shall continue to offer all services to ILEC previously available under this Agreement pursuant to the terms, conditions and rates of CLEC's then current Tariffs, rates sheets or applicable contracts. If the Parties cease the exchange of traffic, then either Party may terminate this Agreement upon thirty (30) days written notice.

- 2.2 In the event that this Agreement expires, except in the case of termination as a result of either Party's default or for termination as otherwise provided herein,

service that had been available under this Agreement and exists as of the end-date may continue uninterrupted after the end-date at the written request of either Party only under the terms of:

- 2.2.1 A new agreement voluntarily entered into by the Parties, pending approval by the Commission; or
- 2.2.2 An existing agreement between ILEC and another carrier adopted by CLEC for the remaining term of that agreement.

3. Termination of the Agreement

3.1 Termination Upon Default

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default means any one or more of the following:

- 3.1.1 A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- 3.1.2 A Party's refusal or failure in any material respect to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement; or
- 3.1.3 A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 6 of this Attachment.

3.2 Liability Upon Termination

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party, or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

4. Contacts

CLEC agrees that it shall be ILEC's sole contact for all services provided hereunder to CLEC on behalf of the Last Mile Provider. The Parties agree that ILEC has no obligation to respond to requests from Last Mile Provider for information or services. The Parties agree to exchange and to update contact and referral information for all purposes herein, including but not limited to order inquiry, number porting, trouble reporting, billing

inquiries, and information required to comply with law enforcement and other security agencies of the government.

5. Amendments

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term “this Agreement” shall include future amendments, modifications, and supplements.

6. Assignment

This Agreement shall be binding upon the Parties and shall continue to be binding upon such entities regardless of any subsequent change in their ownership. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Each Party covenants that, if it sells or otherwise transfers its facilities used to provide services under this Agreement to a third party, unless the non-transferring Party reasonably determines that the legal structure of the transfer vitiates any such need, the transferring Party will require, as a condition of such transfer, that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld or delayed, provided that either Party may assign this Agreement to a corporate Affiliate or to an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. The effectiveness of an assignment shall be conditioned upon the assignee’s written assumption of the rights, obligations, and duties of the assigning Party. Any attempted assignment or transfer that is not permitted is void *ab initio*. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, successors in interest and assigns.

7. Authority

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents that he or she has had the opportunity to consult with legal counsel of his or her choosing.

8. INTENTIONALLY LEFT BLANK

9. Billing and Payment

9.1 In consideration of the services and facilities provided under this Agreement, each Party shall bill the other Party on a monthly basis all applicable charges set forth in this Agreement or, if not set forth herein, in their respective applicable tariff(s). The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within thirty (30) days from the bill date. If the payment due date is a Saturday, Sunday, or a designated bank holiday, payment shall be made by the prior business day. Neither Party shall back bill the other Party for services provided under this Agreement that are more than one (1) year old or that predate this Agreement. If a Party fails to bill for a service within one (1) year of when it was rendered, then that Party waives its rights to bill for that service, absent fraud or willful misconduct by the Billed Party.

9.2 Billing Disputes Related to Unpaid Amounts

9.2.1 If any portion of an amount invoiced to a Billed Party under this Agreement is subject to a bona fide dispute between the Parties, the Billed Party may withhold payment of the disputed amount and notify the Billing Party it is withholding a disputed amount and the amount it is disputing ("Disputed Amount"). Within ninety (90) days of its receipt of the invoice containing such Disputed Amount, the Billed Party shall provide the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts on the invoice to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Billed Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under South Carolina's applicable law. In addition, the Billing Party may suspend terminating traffic for the Billed Party if Disputed Amounts resolved to be due to the Billing Party are not paid within ninety (90) days after they are determined to be due, provided the Billing Party has given the Billed Party an additional thirty (30) days written notice and opportunity to cure the default. If the dispute is resolved such that payment is not required, the Billing Party will issue the Billed Party a credit for the Disputed Amounts on its next invoice following the date of resolution of the dispute.

9.3 Except for Disputed Amounts pursuant to Section 9.2 herein, the following shall apply:

9.3.1 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under South Carolina's applicable law.

9.3.2 If payment of undisputed amounts is not received thirty (30) days from the bill date, the Billing Party may provide written notice to the Billed Party

that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the fifteenth (15th) day following the date the Billed Party receives said notice. If the Billing Party does not refuse additional applications for service on the date specified in the notice, and the Billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to thereafter refuse additional applications for service without further notice.

9.3.3 If the Billed Party fails to make any payment following the notice under Section 9.3.2, the Billing Party may thereafter, on thirty (30) days prior written notice to the Billed Party (the "Discontinuance Notice"), discontinue the provision of existing services to the Billed Party at any time thereafter unless the Billed Party pays all undisputed amounts due within said thirty (30) day period. Notice shall be as provided in Section 26 below. In the case of such discontinuance, all billed charges, as well as applicable termination charges, if any, shall become due. If the Billing Party does not discontinue the provision of the services involved on the date specified in the Discontinuance Notice, and the Billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to thereafter discontinue the provision of the services to the Billed Party without further notice.

9.3.4 If payment is not received within ninety (90) days after the Discontinuance Notice given under Section 9.3.3, the Billing Party may terminate this Agreement.

9.3.5 After disconnect procedures have begun, the Billing Party shall not accept any service orders from the Billed Party until all unpaid charges are paid in full and such funds are available to the Billing Party.

9.4 Billing Disputes of Paid Amounts

If any portion of an amount paid to a Billing Party under this Agreement is thereafter subject to a bona fide dispute by the Billed Party ("Disputed Paid Amount"), the Billed Party may provide written notice to the Billing Party of the Disputed Paid Amount, and seek a refund of such amount, at any time prior to the date that is one (1) year after the receipt of a bill containing the Disputed Paid Amount ("Notice Period"). If the Billed Party fails to provide written notice of a Disputed Paid Amount within the Notice Period, the Billed Party waives its rights to dispute its obligations to pay such amount, and to seek refund of such amount, absent fraud or willful misconduct by the Billing Party. If it is determined that the Billed Party is entitled to a refund of all or part of the Disputed Paid Amount, the Billing party will, within sixty (60) days after such determination, refund such amount, together with interest from the date written notice of the Disputed Paid Amount was given at the interest rate set forth in Section 9.2.1 hereof.

9.5 Issues related to Disputed Amounts and Disputed Paid Amounts not resolved by the Parties shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 13 of this Agreement.

9.6 Audits

Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) days prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party and at single location designated by the audited party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

9.7 Recording

The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard Automatic Message Accounting ("AMA") records made within each Party's network. However, each Party may use alternative methods to record and/or validate terminating usage such as SS7 traffic measurement and identification devices. The records shall contain the information to properly assess the jurisdiction of the call including ANI and service provider information necessary to identify the originating company and originating signaling information.

10. Compliance with Laws and Regulations

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

11. Confidential Information

11.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents ("Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party.

Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 11.2 of this Agreement. Nothing herein shall prohibit or restrict a Receiving Party from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration, provided that, if the request or disclosure includes Proprietary Information, the Disclosing Party is first given the opportunity to seek appropriate relief under the provisions of Section 11.2.

- 11.2 If any Receiving Party is required by any governmental authority, or by Applicable Law, to disclose any Proprietary Information, or believes it is necessary to disclose Proprietary Information pursuant to Section 11.1 above, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party may disclose the Proprietary Information within the time required by the governmental authority or Applicable Law, provided that the Disclosing Party has been provided with written notice under this Section 11.2 and protective relief has not been obtained by the Disclosing Party. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.
- 11.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

12. Fraud

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account in cases of fraud by the other Party's end-users or on the other Party's End User Customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

13. Dispute Resolution

The Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

13.1 Informal Resolution of Disputes.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Proprietary Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties.

13.2 Formal Dispute Resolution.

If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitrator but shall otherwise pay their own expenses associated with the arbitration.

13.3 Continuous Service.

The Parties shall continue providing existing services to each other during the pendency of any dispute resolution procedure (except as otherwise provided in

this Agreement), and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

14. Entire Agreement

This Agreement, together with all exhibits, addenda, schedules and attachments hereto, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied have been made or relied upon in the making of this Agreement other than those specifically set forth herein. In the event there is a conflict between any term of this Agreement, the provisions shall be construed to give the greatest possible effect to the intent of this Agreement.

15. Expenses

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

16. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the condition resulting from the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event shall be abated and shall resume immediately without liability thereafter.

17. Good Faith Performance

In the performance of their obligations, the Parties shall act in good faith under this Agreement. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.

18. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the Act and the Public Utilities Commission of South Carolina and FCC's Rules and Regulations as amended, except insofar as state law may control any aspect of this

Agreement, in which case the domestic laws of the state of South Carolina, without regard to its conflict of laws principles, shall govern.

19. Headings

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

20. Independent Contractor Relationship

Notwithstanding any other provisions of this Agreement, neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between CLEC and ILEC, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between either Party and the other Party's End User Customers or other third parties.

21. Law Enforcement Interface

21.1 With respect to requests for call content interception or call information interception directed at the End User Customer of the CLEC or a Last Mile Provider, ILEC will have no direct involvement in law enforcement interface. In the event a Party receives a law enforcement surveillance request for an End User Customer of the other Party or a Last Mile Provider, the Party initially contacted shall direct the agency to the other Party.

21.2 Notwithstanding 21.1, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.

22. Liability and Indemnity

22.1 DISCLAIMER

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES IT PROVIDES UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

22.2 Indemnification

22.2.1 Each Party (the “Indemnifying Party”) shall indemnify and hold harmless the other Party (“Indemnified Party”) from and against claims for loss, cost, liability, damage, and expense (including reasonable attorney’s fees) (“Claims”) by End User Customers of the Indemnifying Party and other third persons, including a Last Mile Provider, for:

(1) damage to tangible personal property or for personal injury proximately caused by the negligence, willful misconduct or intentional acts or omissions of the Indemnifying Party, its employees, agents or contractors; and

(2) libel, slander, infringement of copyright, or invasion of privacy arising from the content of communications transmitted over the Indemnified Party’s facilities by the Indemnifying Party or an End User Customer.

A Party’s indemnification obligations hereunder shall not be applicable to any Claims to the extent caused by, arising out of or in connection with the gross negligence, willful misconduct or intentional acts or omissions of the Indemnified Party.

22.2.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any Claims by End User Customers or other third persons for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, the Indemnifying Party will promptly assume the defense of such Claim.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party, after no less than ten (10) days prior notice to the Indemnifying Party, may proceed to defend or settle said Claim and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense of such defense or settlement.

(2) The Indemnifying Party shall consult with the Indemnified Party prior to undertaking any compromise or settlement of any Claim(s), and the Indemnified party will have the right, at its sole option and discretion, to refuse any such compromise or settlement that (in the indemnified Party’s sole reasonable opinion) might prejudice the rights of the Indemnified Party, and, at the Indemnified Party’s sole cost and expense, to take over the defense, compromise or settlement of such Claim(s); provided, however, that in such event the Indemnifying Party will neither be responsible for, nor will it be further obligated to indemnify the Indemnifying Party from or against, any Claims in excess of the amount of the refused compromise or settlement.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

22.3 Limitation of Liability

22.3.1 Except for a Party's indemnification obligations under Section 22.2, no liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

22.3.2 Except as otherwise provided in Section 22, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct or actions of the other Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

22.3.3 Except for a Party's indemnification obligations under Section 22.2, in no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including, but not limited to, loss of anticipated profits or revenues or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

22.4 Intellectual Property

Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third person alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

23. Joint Work Product

This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

24. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same document.

25. No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, expressed or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

26. Notices

All notices to be given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by overnight express delivery service; or (iii) mailed, postage prepaid, certified mail, return receipt to the following addresses of the Parties:

To: **Sprint Communications Company L.P.**

To: **Bluffton Telephone, Inc.**

Sprint Manager, ICA Solutions P.O. Box 7954 Shawnee Mission, KS 66207-0954 or (overnight mail only) Mailstop: KSOPHA0310-3B268 6330 Sprint Parkway Overland Park, KS 66251 (913) 762-4847	Bluffton Telephone, Inc. P.O. Box 5986 870 William Hilton Parkway (overnight only) Hilton Head Island, SC 29928 Attn: Chief Financial Officer
With a copy to: Sprint Legal/Telecom Management Group P.O. Box 7966 Shawnee Mission, KS 66207-0966 or	With a copy to: McNair Law Firm, P.A. P.O. Box 11390 Columbia, SC 29211 Attn: Margaret M. Fox

(overnight mail only) Mailstop: KSOPHN0214-2A568 6450 Sprint Parkway Overland Park, KS 66251 (913) 315-9348	
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or to such other address as either Party shall designate by proper notice. Notices will be deemed effectively given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent *via* overnight express mail or personal delivery; or (iii) five (5) days after mailing in the case of certified U.S. mail.

27. Impairment of Service

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not materially interfere with or materially impair service over any facilities of such other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over a Party's facilities or create hazards to the employees of either Party or to the public.

28. Change in Law

28.1 The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement; provided, however, that this Agreement shall remain binding on the Parties.

28.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any (i) final, effective, unstayed, amendment to the Act, (ii) any effective legislative action that is not stayed or overturned, (iii) any effective, final, non-appealable regulatory or judicial order, rule, or regulation, (iv) a final non-appealable dispute resolution under this Agreement, or (v) any other final, effective, non-appealable legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable to the pricing, terms and conditions of this Agreement, any of which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), then either Party may, to the extent permitted or required by the Amended Rules, by providing written notice to the other Party, require that the provisions of this Agreement that are revised, modified or reversed by the Amended Rules be renegotiated in good faith and this Agreement shall be

amended accordingly to reflect the pricing, terms and conditions renegotiated by the Parties to reflect each such Amended Rule.

29. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually-acceptable modification of the rejected portion(s).

30. Taxes and Fees

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be exempt from taxes, the purchasing Party shall furnish the providing Party a proper resale or other tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale or other tax exemption. Failure to provide the tax exemption certificate will result in no exemption being available to the purchasing Party until it is provided.

31. Trademarks and Trade Names

No patent, copyright, trademark or other proprietary right (the "Marks") is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use of the other Party's Marks, including, but not limited to, in sales, in marketing or in advertising of telecommunications services. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

32. Non-Waiver

Failure of either Party to insist on the performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

33. Bankruptcy

If any voluntary or involuntary petition or similar pleading under any Section or Sections of any bankruptcy act shall be filed by or against a Party, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Party insolvent or unable to pay the Party's debts, or the Party makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Party or for the major part of the Party's property, the other Party may, if that Party so elects but not otherwise, and with or without notice of such election or other action by that Party, forthwith terminate this Agreement.

34. Last Mile Provider Notification

CLEC shall notify ILEC of each Last Mile Provider that has contracted with CLEC to provide physical interconnection, thirty (30) days prior to delivering traffic to ILEC.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

Bluffton Telephone, Inc.

Sprint Communications Company L.P.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GLOSSARY

1. General Rule

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this Agreement are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

2. Definitions

2.1 ACCESS SERVICE REQUEST (ASR).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.2 ACT.

The Communications Act of 1934 (47 U.S.C. § 151 *et. seq.*), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

2.3 AFFILIATE.

Shall have the meaning as set forth in the Act.

2.4 APPLICABLE LAW.

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this Agreement.

2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).

The signaling parameter which refers to the number transmitted through the network identifying the calling number of the calling Party.

2.6 CALLING PARTY NUMBER (CPN).

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

2.7 CENTRAL OFFICE.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.8 CENTRAL OFFICE SWITCH.

A switch used to provide Telecommunications Services including, but not limited to, an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End Office / Tandem Office Switch.

2.9 COMMISSION.

The South Carolina Public Service Commission.

2.10 COMMON CHANNEL SIGNALING (CCS).

A method of transmitting call set-up and network-control data over a digital signaling network separate from the public switched telephone network facilities that carries the actual voice or data content of the call.

2.11 DIGITAL SIGNAL LEVEL 1 (DS1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.12 DIGITAL SIGNAL LEVEL 3 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.13 DIRECT INTERCONNECTION FACILITIES.

Dedicated one-way or two-way transport facilities installed between CLEC's switch (or its equivalent) and ILEC's switch.

2.14 END OFFICE SWITCH OR END OFFICE.

End Office Switch is a switch in which End User Customer station loops are terminated for connection to trunks. The End User Customer receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.

2.15 END USER CUSTOMER.

The residence or business subscriber that is the ultimate user of Telecommunications Services provided directly to such subscriber by either of the Parties or through a Party by a Last Mile Provider.

2.16 END USER CUSTOMER LOCATION.

The physical location of the premises where an End User Customer makes use of Telephone Exchange Service and that has a record in the 911 ALI database.

2.17 EXCHANGE AREA.

Means the geographic area that has been defined by the Commission for the provision of Telephone Exchange Service.

2.18 FCC.

The Federal Communications Commission.

2.19 INFORMATION SERVICE.

The term shall be as defined in the Act. (47 U.S.C. § 153(20)).

2.20 INTEREXCHANGE CARRIER (IXC).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.

2.21 INTERLATA TRAFFIC.

Telecommunications toll traffic that originates in one LATA and terminates in another LATA.

2.22 INTRALATA TRAFFIC.

Telecommunications toll traffic that originates and terminates in the same LATA.

2.23 INTERNET PROTOCOL CONNECTION (IPC).

The physical location where end-user information is originated or terminated utilizing internet protocol.

2.24 ISDN USER PART (ISUP).

A part of the SS7 protocol that defines call setup messages and call takedown messages.

2.25 ISP-BOUND TRAFFIC.

ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet Service Provider (ISP) who is physically located in an area within the local/EAS exchange of the originating End User Customer. Traffic originated from, directed to or through an ISP physically located outside the originating End User Customer's

local/EAS exchange will be considered switched toll traffic and subject to access charges. VoIP or IP-Enabled Traffic is not ISP-Bound Traffic.

2.26 JURISDICTIONAL INDICATOR PARAMETER (JIP).

JIP is a six-digit number which provides a unique identifier representing the originating carrier. JIP is defined in the Alliance for Telecommunications Industry Solutions Reference Document ATIS-0300011.

2.27 LAST MILE PROVIDER.

A Last Mile Provider is any entity that owns a physical wireline connection between the End User Customer and CLEC and has an agreement with CLEC. The Last Mile Provider shall provide non-nomadic services and shall be subject at minimum to applicable USF and 911 payment obligations.

2.28 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.29 LOCAL/EAS TRAFFIC.

Any call, including VoIP or IP-Enabled Traffic, that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange, or other mandatory local calling area (*e.g.*, Extended Area Service (EAS) exchanges) associated with the originating End User Customer's exchange. The terms "Exchange" and "Extended Area Service (EAS)" shall be as defined in ILEC's General Subscriber Services tariff.

2.30 LINE INFORMATION DATABASE (LIDB).

One or all, as the context may require, of the Line Information Databases owned individually by ILEC and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILEC and other entities. A LIDB also contains validation data for collect and third number-billed calls; *i.e.* Billed Number Screening.

2.31 LOCAL EXCHANGE CARRIER (LEC).

Shall have the meaning set forth in the Act.

2.32 LOCAL EXCHANGE ROUTING GUIDE (LERG).

The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.

2.33 NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consists of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit Central Office code and a 4-digit line number.

2.34 NUMBERING PLAN AREA (NPA).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.35 NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE.

The three-digit switch entity indicator (*i.e.*, the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 station numbers.

2.36 POINT OF INTERCONNECTION (POI).

The physical location(s) mutually agreed upon and designated by the Parties for the purpose of exchanging Local/EAS Traffic and ISP-Bound Traffic on a technically feasible point on ILEC network. Each Party shall be responsible for all costs on its respective side of the POI.

2.37 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been defined by the Commission as being associated with a particular NPA/NXX code, which has been assigned to an ILEC for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the ILEC Exchange Area as defined by the Commission.

2.38 RATE CENTER.

A Rate Center is the finite geographic point identified by a specific V&H coordinate which is used by the ILEC to measure, for billing purposes, distance-sensitive transmission services associated with the specific rate center; provided that a Rate Center cannot exceed the boundaries of the ILEC Exchange Area as defined by the Commission.

2.39 SIGNALING SYSTEM 7 (SS7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). ILEC and CLEC currently utilize this out-of-band signaling protocol.

2.40 SWITCHED ACCESS SERVICE.

The offering of transmission and switching services for the purpose of the origination or termination of toll traffic. Switched Access Services include, but may not be limited to, Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.

2.41 TANDEM SWITCH.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among end office switches and between and among end office switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Access Services.

2.42 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC.

Telephone Exchange Service traffic that originates on CLEC's network, and is transported through the other Party's Tandem to the Central Office of a CLEC, Commercial Mobile Radio Service ("CMRS") carrier, ILEC or other LEC, where the homing arrangement for dialed NPA-NXX-X is designated as the tandem switch per the Local Exchange Routing Guide ("LERG"). Subtending Central Offices shall be determined in accordance with and as identified in the LERG. Switched Exchange Access Service traffic is not Tandem Transit Traffic.

2.43 TARIFF.

Any applicable Federal or State tariff of a Party, as amended from time to time.

2.44 TELCORDIA TECHNOLOGIES.

Formerly known as Bell Communications Research. The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services and technologies.

2.45 TELECOMMUNICATIONS CARRIER.

The term "telecommunications carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services. A telecommunications carrier shall be treated as

a common carrier under the Telecommunications Act only to the extent that it is engaged in providing Telecommunications Services.

2.46 TELECOMMUNICATIONS SERVICE.

Telecommunications Service is as defined in 47 U.S.C. § 153(46).

2.47 TELECOMMUNICATIONS TRAFFIC.

“Telecommunications Traffic” is as defined in 47 C.F. R. § 51.701(b)(1) and is traffic subject to reciprocal compensation under 47 U.S.C. § 251(b)(5).

2.48 TELEPHONE EXCHANGE SERVICE.

The term “telephone exchange service” shall have the meaning set forth in 47 U.S.C. § 153 (47) of the Act.

2.49 VOICE OVER INTERNET PROTOCOL (VoIP) OR IP-ENABLED TRAFFIC.

VoIP means any IP-Enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. For purposes of this Agreement, VoIP or IP-Enabled Traffic includes:

- (i) Voice traffic originating on an Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and
- (ii) Voice traffic originated on the PSTN, and which terminates on an IPC.

**Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair Attachment**

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. PRE-ORDERING

- 1.1. The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. The following lists represent pre-order functions that are available.
- 1.2. Access to retail Customer Proprietary Network Information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the Parties' representatives will not access the information specified in this subsection without the End-User Customer's permission, and that the requesting Party has verification from the customer *via* Third Party Verification, a Letter of Authorization (LOA), *etc.* that the customer has agreed to the release of this information.
- 1.3. The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and customer record information. The Parties shall provide such information in accordance with the procedures set out in the handbook or website listed in Section 1.4 of this Attachment. Based on a reasonable volume of requests, the standard interval for address verification is one to two business days and two (2) business days for a full customer service record for up to twelve (12) CSRs per day. The intervals for higher volumes of requests will be negotiated on a case by case basis.
- 1.4. Each Party will exchange handbooks and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information. The Parties also will discuss the development and introduction of a change management process.
- 1.5. The Parties shall exchange preordering, ordering, provisioning, and maintenance information *via* Facsimile. Parties may mutually agree to add other forms of the information exchange such as email or Graphical User Interface (GUI).
- 1.6. The Parties agree not to view, copy, or otherwise obtain access to the End-User Customer record information of any customer without that End-User Customer's permission. The Parties will obtain access to End-User Customer record information only in strict compliance with applicable laws, rules, or regulations of the FCC and the state in which the service is provided.

2. ORDERING

- 2.1. Ordering.

- 2.1.1. The New Service Provider (NSP) shall place orders for services by submitting a Local Service Request ("LSR") to the Old Service Provider (OSP). The OSP shall bill the NSP a service order charge as specified in the Pricing Attachment for each LSR submitted. An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").
- 2.1.2. The OSP will bill the service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified, or cancelled.

2.2. Provisioning.

- 2.2.1. The Parties shall provision services during regular working hours. To the extent NSP requests provisioning of service to be performed outside OSP regular working hours, or the work so requested requires OSP's technicians or project managers to work outside of regular working hours, overtime charges shall apply as specified in the Pricing Attachment.

2.2.2. Cancellation Charges.

If the NSP cancels an LSR any costs incurred by OSP in conjunction with the provisioning of that request will be recovered in accordance with the rates specified in the Pricing Attachment to this Agreement.

2.2.3. Expedited Service Date Charges.

For Expedited Service Date Advancement requests by the purchasing Party, expedited charges will apply for intervals less than the standard interval. The Expedited Service Date charge is listed in the Pricing Attachment to this Agreement.

2.2.4. Order Change Charges.

If either Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Change Charge specified in this Agreement will be paid by the modifying Party in accordance with the Pricing Attachment of this Agreement.

2.2.5 Access to Inside Wire.

CLEC is responsible for accessing customer premise wiring without disturbing the ILEC's plant. In no case shall CLEC remove or disconnect the loop facilities or ground wires from ILEC's NIDs, enclosures, or protectors. If CLEC removes a loop in violation of this Agreement, that CLEC will hold the ILEC harmless for any liability associated with the removal of the loop or ground wire from the NID. Furthermore, CLEC shall not remove or disconnect NID modules, protectors, or terminals from ILEC's NID enclosures.

3. MAINTENANCE AND REPAIR

- 3.1.1. Requests for trouble repair are billed in accordance with the provisions of this Agreement. The Parties agree to adhere to the procedures for

maintenance and repair in their respective operations procedures as referenced in Section 1.4 of this Attachment.

- 3.1.2 If purchasing Party reports a trouble and no trouble actually exists on the serving Party's portion of the service ("no trouble found"), the serving Party will charge the purchasing Party for any dispatching and testing (both inside and outside the Central Office (CO)) required by serving Party in order to confirm the working status. If the no trouble found rate is a higher rate than the other similar services offered by the serving Party, the purchasing Party may raise the issue with the serving Party and request that the information on the trouble shooting procedures performed on the "no trouble found" repair tickets be shared with the purchasing Party. Such request shall not be unreasonably denied.

4. SERVICE STANDARDS

Both Parties will comply with Article 6 - Telecommunications Utilities in Chapter 103 - Public Service Commission of the Code of Regulations of South Carolina Sub-Article 6 - Standards and Quality of Service when providing service to the other Party.

5. RATES

All charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in the Pricing Attachment of this Agreement.

6. MISCELLANEOUS

6.1 Customer Transfer

- 6.1.1 Service orders will be in a standard format designated in accordance with industry standards. All ordering and provisioning and maintenance activity conducted pursuant to this Agreement should follow the applicable industry standards which include: Local Service Ordering Guidelines (LSOG) developed in the Ordering and Billing Forum (OBF) at the Alliance of Telecommunications Industry Solutions (ATIS) and approved North American Numbering Council (NANC) procedures and guidelines concerning Local Number Portability (LNP) processes.
- 6.1.2 When notification is received from the New Service Provider that a current End-User Customer of Old Service Provider will subscribe to New Service Provider's service, standard service order intervals for the appropriate class of service will apply.
- 6.1.3 The New Service Provider will be the single point of contact with Old Service Provider for all subsequent ordering activity resulting in additions or changes to services except that Old Service Provider will accept a request directly from the End-User for conversion of the End-User Customer's service from New Service Provider to Old Service Provider

- 6.1.4 If either Party determines that an unauthorized change in local service has occurred, the End-User Customer's authorized local service provider will reestablish service with the End-User Customer and will pursue remedies permitted by federal and state law against the Party making the unauthorized change.

6.2 Misdirected Calls

- 6.2.1 The Parties will employ the following procedures for handling any misdirected calls (*e.g.*, Business office, repair bureau, *etc.*):
 - 6.2.1.1 To the extent the correct provider can be determined; each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
 - 6.2.1.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End-User Customer the correct contact number.
 - 6.2.1.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End-User Customers or to market services.

6.3 Letter of Authorization

- 6.3.1 The Parties agree that they will not submit an order to move an End-User Customer's service from one Party to the other Party without the End-User Customer's permission, and that the requesting Party has verification from the End-User Customer *via* third party verification, a Letter of Authorization (LOA), *etc.* that the End-User Customer has agreed to the change in service. The OSP will not require End-User Customer confirmation prior to establishing service for NSP's End-User Customers.
- 6.3.2 Once the NSP submits an LSR to change an End-Users Customer's local exchange service, the End-User Customer will deal directly with the NSP on all inquiries concerning their local exchange service. This may include, but is not limited to billing repair, directory listing, and number portability. The NSP is responsible for any charges that may be incurred in connection with service requests for End-User Customers change in service providers.
- 6.3.3 If, based on an End-User Customer complaint, either Party (the "Complaining Party") determines that the other Party (the "Changing Party") has submitted an unauthorized change in local service, the Parties

will reestablish service for the End-User Customer with the appropriate local service provider. The Complaining Party will notify the Changing Party of the End-User Customer complaint, and the Changing Party may provide proof that the change was authorized. If the Changing Party is unable to provide such proof, the Complaining Party may assess the Changing Party, as the LEC initiating the unauthorized change, any applicable unauthorized change charge approved by the Commission. No charges will be assessed if the Changing Party provides proof that the change was authorized.

6.4 Pending Orders

Orders placed in the hold or pending status by New Service Provider will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, New Service Provider shall be required to submit a new service request. Incorrect or invalid requests returned to New Service Provider for correction or clarification will be held up to thirty (30) calendar days. If New Service Provider does not return a corrected request within thirty (30) calendar days, Old Service Provider will cancel the request.

6.5 Neither Party shall prevent or delay an End-User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

6.6 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification within two (2) business days.

6.7 Contact Numbers

The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. The Party receiving trouble tickets will close trouble tickets after making a reasonable effort to contact the other Party for authorization to close the trouble ticket. If the Party receiving the trouble ticket cannot complete the repair due to lack of information or due to lack of authorization for additional work deemed necessary by such Party, the Party receiving the trouble ticket will make reasonable attempts to contact the other Party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

Local Number Portability (LNP) Attachment

Local Number Portability

1. General

- 1.1 The Parties will offer service provider local number portability (LNP) in accordance with FCC rules and regulations. Service provider portability is the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. In order for a port request to be valid, the End User Customer must retain his or her original number; be located either at the same location or at a location within the same Rate Center Area before and after the port; and be served directly by ILEC, CLEC, or the Last Mile Provider.
- 1.2 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which LNP will be provided in accordance with such rules, regulations and guidelines. As such, the Parties agree to provide to each other number portability *via* LRN.
- 1.3 This Agreement does not govern geographic portability where the End User Customer moves outside the rate center. Geographic portability is not allowed under this Agreement.
- 1.4 The Parties agree to comply with finalized FCC rules and orders, North American Numbering Council (NANC) procedures and guidelines concerning numbering and other industry guidelines related to network architecture, including but not limited to, North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, and Central Office Code Assignment Guidelines.
- 1.5 Service Management System (SMS) Administration.
The Parties will work cooperatively with other local service providers to establish and maintain contracts with the Number Portability Administration Center (NPAC) Service Management System (SMS).
- 1.6 Signaling.
In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.
- 1.7 N-1 Query.
For purposes of this Agreement, the Parties agree to fulfill their N-1 carrier

responsibilities and perform queries on calls to telephone numbers with portable NXXs.

1.8 Porting of Reserved Numbers.

End User Customers of each Party may port reserved numbers, as defined in 47 C.F.R. § 52.15(f)(1)(vi), that the End User Customer has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers are identified on the Customer Service Record (CSR).

1.9 Splitting of Number Groups.

The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. ILEC and CLEC shall permit End User Customers who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable labor charges as listed in the Pricing Attachment to this Agreement for reconfiguring the existing DID numbers. In the event no rate is set forth in this Attachment, then the Parties shall negotiate a rate for such services.

1.10 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

1.11 A 10-digit trigger order is a service order issued in advance of the porting of a number. A 10-digit trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the New Service Provider to be in control of when a number ports.

2.0 Coordinated Cutovers.

2.1 For LNP Coordinated Hot Cuts ("CHC"), CLEC may request a desired due date and time. These will be considered coordinated orders. CLEC must indicate a request for CHC on the LNP request form to request a coordinated order. ILEC will not apply a 10-digit trigger upon porting telephone numbers to CLEC network. Labor charges for CHCs are listed in the Pricing Attachment to this Agreement. ILEC offers two types of coordination:

2.1.1 Any Time:

Order to be worked anytime during the day on the due date but LEC must notify CLEC when completed.

2.1.2 Specific Time:

Order is to be worked at a specific time on the due date.

- 2.2 If a LNP Coordinated Hot Cut is requested, CLEC will be required to call the ILEC forty-eight (48) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and time. ILEC reserves the right to change the date and time if other demands require such a change. Every reasonable attempt will be made to commit to the requested date and time. Prior to the forty-eight (48) hour Coordination Call, ILEC will confirm with the various work groups involved with the coordination, as to their ability to complete the work on the desired date and time. If no call is received from the CLEC, it will be assumed that the CLEC is not ready and the order will not be completed on the requested due date and time. If CLEC does not contact ILEC within forty-eight (48) hours from the original due date to reschedule, the order will be canceled.

3.0 Late Notification Changes - Due Date, Coordination.

- 3.1 ILEC will proceed with the conversion based on the agreement at the forty-eight (48) hour call. Policy for late notification of changes in due date and/or coordination time is as follows:
 - 3.1.1 If ILEC personnel have to wait more than fifteen (15) minutes for CLEC to join the scheduled call for the CHC, then CLEC shall be responsible to reimburse ILEC for all personnel costs incurred. The charge will be calculated, in half-hour increments, times the loaded hourly compensation rate for each personnel involved in the call.
 - 3.1.2 If CLEC contacts ILEC to reschedule the CHC call less than forty-eight (48) hours from the scheduled CHC call time, CLEC will be responsible to reimburse ILEC for all costs incurred to date on the CHC order.
 - 3.1.3 Once the scheduled call is underway, and personnel from both CLEC and ILEC are present on the call, should CLEC incur a problem that would delay the conversion, ILEC will provide CLEC reasonable time (twenty (20) minutes or less) to cure the problem. However, any delay longer than twenty (20) minutes will result in ILEC charging CLEC for personnel costs incurred. The charge will be calculated based on the delay time, in half-hour increments, times the loaded hourly compensation rate for each personnel involved in the call.

4.0 Obligations of Both Parties.

- 4.1 Both Parties are responsible for advising the NPAC of telephone numbers that it ports in and the associated data as identified in industry forums as being required for number portability.

- 4.2 When a ported telephone number becomes vacant, *e.g.*, the telephone number is no longer in service by the original End User Customer; the ported telephone number will be released back to the carrier who is the code holder or block holder.
- 4.3 Each Party has the right to block default routed calls entering a network in order to protect the public switched telephone network from overload, congestion, or failure propagation.
- 4.4 Both Parties must be certified by the Regional NPAC prior to the scheduling of inter-company testing.
- 4.5 Each Party will designate a Single Point of Contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.
- 4.6 Each Party shall abide by NANC and the Inter-Industry LNP Regional Team provisioning and implementation processes.
- 4.7 Each Party shall become responsible for the End User Customer's other telecommunications related items, *e.g.* E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the end-user's telephone number to their switch.
- 4.8 Each Party is solely responsible for submitting local number portability requests to the other Party. Port requests from the Last Mile Provider will not be accepted.

Ancillary Services Attachment

1. 911/E-911 ARRANGEMENTS

- 1.1 ILEC utilizes Embarq (formerly Sprint/United Telephone Company of the Carolinas – SC) for the provision of 911/E-911 services. The CLEC is responsible for connecting to Embarq and populating Embarq's database. All relations between Embarq and CLEC are totally separate from this Agreement and ILEC makes no representations on behalf of Embarq.
- 1.2 ILEC will not be liable for errors with respect to CLEC's provision of 911/E-911 services to CLEC's End User Customers.

2. Street Address Guide (SAG)

Jasper and Beaufort counties maintain the Street Address Guide for the territory served by ILEC. CLEC shall contact Jasper and Beaufort counties to obtain the SAG.

3. Telephone Relay Service

Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. Each Party is responsible for providing access to TRS for its End User Customers.

4. Directory Listings and Directory Distribution

- 4.1 CLEC will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with ILEC's vendor for directory publications.

4.2 Listings

CLEC agrees to supply ILEC on a regularly scheduled basis, and in a format prescribed by ILEC, all listing information for CLEC's subscribers who wish to be listed in any ILEC published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require ILEC to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with ILEC's solely determined directory configuration, scope, and schedules and listings will be treated in the same manner as ILEC's listings.

4.3 Distribution

Upon directory publication, CLEC will make arrangements with ILEC's directory publisher for the initial distribution of the directory to service subscribers in the

directory coverage area. CLEC will supply ILEC's directory publisher, in a timely manner, with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable ILEC's directory publisher to perform its directory distribution responsibilities. Nothing in this section shall be construed as requiring ILEC to supply a directory to any subscriber of either ILEC or CLEC.

4.4 Directory Assistance

As of the Effective Date, the ILEC uses a third party directory assistance database provider. CLEC will work directly with the third party directory assistance database provider in order to ensure its customers are listed in the directory assistance database. CLEC acknowledges that ILEC will have no responsibility for any services relating to, and will have no obligations with respect to, the listing of CLEC's customers in the directory assistance database. CLEC hereby releases, holds harmless and agrees to indemnify ILEC from and against any claim relating to the listing or failure to list of any customers in such directory assistance database. If in the future, the ILEC changes directory assistance database providers, the ILEC will provide CLEC thirty (30) day advance notification of the new directory assistance database provider. Any services requested of ILEC relating to the directory assistance database will be subject to a separate agreement to be negotiated by the parties.

**Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair Attachment**

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. PRE-ORDERING

- 1.1. The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. The following lists represent pre-order functions that are available.
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If the NSP cancels an LSR any costs incurred by OSP in conjunction with the provisioning of that request will be recovered in accordance with the rates specified in the Pricing Attachment to this Agreement.

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If either Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Change Charge specified in this Agreement will be paid by the modifying Party in accordance with the Pricing Attachment of this Agreement.

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6. MISCELLANEOUS

6.1 Customer Transfer

- 6.1.1 Service orders will be in a standard format designated in accordance with industry standards. All ordering and provisioning and maintenance activity conducted pursuant to this Agreement should follow the applicable industry standards which include: Local Service Ordering Guidelines (LSOG) developed in the Ordering and Billing Forum (OBF) at the Alliance of Telecommunications Industry Solutions (ATIS) and approved North American Numbering Council (NANC) procedures and guidelines concerning Local Number Portability (LNP) processes.
- 6.1.2 When notification is received from the New Service Provider that a current End-User Customer of Old Service Provider will subscribe to New Service Provider's service, standard service order intervals for the appropriate class of service will apply.
- 6.1.3 The New Service Provider will be the single point of contact with Old Service Provider for all subsequent ordering activity resulting in additions or changes to services except that Old Service Provider will accept a request directly from the End-User for conversion of the End-User Customer's service from New Service Provider to Old Service Provider

- 6.1.4 If either Party determines that an unauthorized change in local service has occurred, the End-User Customer's authorized local service provider will reestablish service with the End-User Customer and will pursue remedies permitted by federal and state law against the Party making the unauthorized change.

6.2 Misdirected Calls

- 6.2.1 The Parties will employ the following procedures for handling any misdirected calls (*e.g.*, Business office, repair bureau, *etc.*):
 - 6.2.1.1 To the extent the correct provider can be determined; each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
 - 6.2.1.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End-User Customer the correct contact number.
 - 6.2.1.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End-User Customers or to market services.

6.3 Letter of Authorization

- 6.3.1 The Parties agree that they will not submit an order to move an End-User Customer's service from one Party to the other Party without the End-User Customer's permission, and that the requesting Party has verification from the End-User Customer *via* third party verification, a Letter of Authorization (LOA), *etc.* that the End-User Customer has agreed to the change in service. The OSP will not require End-User Customer confirmation prior to establishing service for NSP's End-User Customers.
- 6.3.2 Once the NSP submits an LSR to change an End-User's local exchange service, the End-User Customer will deal directly with the NSP on all inquiries concerning their local exchange service. This may include, but is not limited to billing repair, directory listing, and number portability. The NSP is responsible for any charges that may be incurred in connection with service requests for End-User Customers change in service providers.
- 6.3.3 If, based on an End-User Customer complaint, either Party (the "Complaining Party") determines that the other Party (the "Changing Party") has submitted an unauthorized change in local service, the Parties

will reestablish service for the End-User Customer with the appropriate local service provider. The Complaining Party will notify the Changing Party of the End-User Customer complaint, and the Changing Party may provide proof that the change was authorized. If the Changing Party is unable to provide such proof, the Complaining Party may assess the Changing Party, as the LEC initiating the unauthorized change, any applicable unauthorized change charge approved by the Commission. No charges will be assessed if the Changing Party provides proof that the change was authorized.

6.4 Pending Orders

Orders placed in the hold or pending status by New Service Provider will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, New Service Provider shall be required to submit a new service request. Incorrect or invalid requests returned to New Service Provider for correction or clarification will be held up to thirty (30) calendar days. If New Service Provider does not return a corrected request within thirty (30) calendar days, Old Service Provider will cancel the request.

6.5 Neither Party shall prevent or delay an End-User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

6.6 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification within two (2) business days.

6.7 Contact Numbers

The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. The Party receiving trouble tickets will close trouble tickets after making a reasonable effort to contact the other Party for authorization to close the trouble ticket. If the Party receiving the trouble ticket cannot complete the repair due to lack of information or due to lack of authorization for additional work deemed necessary by such Party, the Party receiving the trouble ticket will make reasonable attempts to contact the other Party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

Pricing Attachment

Pricing for Bluffton Telephone Company, Inc.

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement.

A. Transport Rate:

1. Direct Trunked Transport Termination:
 - a) DS1 \$ 57.24 / termination / month
 - b) DS3 \$ 549.62 / termination / month
2. Direct Trunked Transport Facility:
 - a) DS1 \$ 13.92 / mile / month
 - b) DS3 \$ 133.65 / mile / month
3. Non-recurring Installation Charge \$ 404.00 / order

B. Reciprocal Compensation Rate \$.012

C. Transit Traffic Rate \$ 0.006 / min.

D. General Charges:

1. Service Order (LSR)* \$ 17.00 / request
2. Service Order Cancellation Charge* \$ 5.00 / request
3. Expedited Due Date* \$ 35.00 / day
4. Order Change Charge* \$ 5.00 / request
5. Technical Labor -

Install & Repair Technician:

Basic Time (normally scheduled hours)	\$19.29 / ½ hr
Overtime (outside normally schld hrs on schld work day)	\$28.93 / ½ hr
**Premium Time (outside of scheduled work day)	\$38.57 / ½ hr

Central Office Technician:

Basic Time (normally scheduled hours)	\$19.55 / ½ hr
Overtime (outside normally schld hrs on schld work day)	\$29.32 / ½ hr
**Premium Time (outside of scheduled work day)	\$39.09 / ½ hr

6. Rates and Charges for LNP Coordinated
Hot Cut (CHC)

Per Sections 2 and 3 of the LNP Attachment, charged time will be in half hour increments for the personnel involved in the CHC at the rates in Section 5 above.

* These charges are reciprocal and apply to both ILEC and Sprint.

** Minimum 4 hours when a technician is called out during Premium Time.

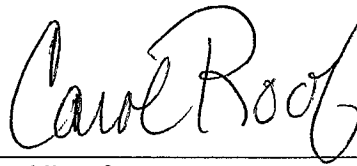
**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

IN THE MATTER OF PETITION OF SPRINT COMMUNICATIONS COMPANY L.P. FOR ARBITRATION OF RATES, TERMS AND CONDITIONS OF INTERCONNECTION WITH BLUFFTON TELEPHONE COMPANY, INCORPORATED	Docket No.
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This is to certify that I have caused to be served this day, one (1) copy of the **Petition for Arbitration of Sprint Communications Company, L.P.** by placing a copy of same in the care and custody of the United States Postal Service (unless otherwise specified), with proper first-class postage affixed hereto and addressed as follows:

VIA ELECTRONIC MAIL SERVICE

Mr. David Howard Armistead
Hargray Communications Group, Inc.
P.O. Box 5986
Hilton Head Island, SC 29938
david.armistead@htc.hargray.com



Carol Roof
Paralegal

August 11, 2008
Columbia, South Carolina